

UNIVERSITY OF LOUISIANA AT LAFAYETTE
Lafayette, Louisiana

BID No. - FILE 17217

PROPOSAL FOR FURNISHING

ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH AND INSTALL NEW SEATING AT ROOM 222 WHARTON HALL, LOCATED ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE.

NOTE: A pre-bid meeting will be held at 10:00AM on Tuesday, November 15, 2016 at Facility Management, Parker Hall, 310 E. Lewis Street, Lafayette, LA, at which time details of the specifications will be discussed.

Proposals will be received up to 2:00PM Tuesday, November 29, 2016 by the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana. Proposals will not be received after this specified hour and date. At this time, the proposals will be publicly opened and read in the Purchasing Office, Room 123, Martin Hall, 104 University Circle, on the University Campus.

This is a *Competitive Sealed Bid*; bids SHALL be submitted in a sealed envelope. Complete details for submitting bid, etc. are contained in the attached INSTRUCTIONS TO BIDDERS. Vendors submitting bids in the amount of \$50,000.00 or more SHALL show their license number on the front of the sealed envelope in which their bid is enclosed; bids not submitted in accordance with this requirement, SHALL be rejected and shall not be read.

Bid must be received by the due date and time in the Purchasing Office at the University of Louisiana at Lafayette, 104 University Circle, Martin Hall, Room 123, Lafayette, LA, 70503. Bid is to be in a SEALED ENVELOPE with the BID NUMBER and DUE DATE ON THE OUTSIDE OF THE ENVELOPE.

All inquiries regarding this request shall be directed to:

**Director of Purchasing
UL Lafayette Purchasing Department
(337) 482-5396
purchasing@louisiana.edu**

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**TO: University of Louisiana at Lafayette
Purchasing Office, Martin Hall Room 123
104 University Circle
P O Box 40197
Lafayette, LA 70504 0197
Fax – 337-482-5059**

To Whom It May Concern:

Attached is the completed proposal of the firm listed below. The undersigned certifies that he/she (or they) has/have carefully examined *the Instructions to Bidders, the General Conditions, and the Specifications* hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the undersigned proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

Firm Name

Signature [By signing this bid, bidder certifies compliance with
La. R.S. 38:2212(A)(1)(c) or RS 38:2212(0)]

Address

Name (Printed)

City, State, Zip Code

Title

Telephone No. including area code

Date

Fax No. including area code

E-Mail

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH AND INSTALL NEW SEATING AT ROOM 222 WHARTON HALL, LOCATED ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS...

SCOPE OF WORK

- 1) Contractor shall remove and dispose of existing seating.
- 2) Contractor shall furnish and install new seating according to the specifications.
- 3) General clean-up.

DUE TO THE IMPORTANCE OF THE SCHEDULE, LIQUIDATED DAMAGES IN THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00) PER DAY WILL BE ASSESSED FOR EVERY CALENDAR DAY THAT THIS PROJECT IS NOT COMPLETE BEYOND ONE HUNDRED TWENTY (120) DAYS OF THE NOTICE TO PROCEED.

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and may be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

Contractors or contracting firms submitting bids in the amount of \$50,000.00 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes 1950 and show their license number on the front of the sealed envelope in which their bid is enclosed. Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 for the classification of **BUILDING CONSTRUCTION**. No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of L.A. R.S. 38:2214. Bids in the amount of \$50,000.00 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must submit a completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Purchasing Department within 10 days **after** the opening of bids. **Affidavits submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with stated Revised Statute.**

Delivery of any document(s) will NOT be accepted during non-business hours. Business hours are Monday through Thursday, 7:30 am to 11:45 am, 12:30 pm to 5:00 pm, and Friday, 7:30 am to 12:30 pm. The Purchasing office will be closed during Federal, State and University holidays. It is the responsibility of the prospective bidder to be aware of such closures.

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine job site, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit job site and for further information, prospective bidder is to contact Mr. John Wales at 337-482-2001.

A pre-bid meeting will be held at 10:00 AM on Tuesday, November 15, 2016 at the Parker Hall Training Room, 310 East Lewis Street, Lafayette, LA at which time details of the specifications will be discussed.

RECORDATION CERTIFICATE

Contractor shall, upon receipt of executed contract, bond and purchase order, record contract and bond with the Clerk of Court in the Parish in which the work is to be performed, obtain a certificate of recordation from the Clerk of Court and forward this certificate immediately to the Purchasing Office at the University of Louisiana at Lafayette. This certificate must be received before any invoices on this project can be processed. **The expense for this is the responsibility of the contractor.**

ACCEPTANCE

Upon written notice by the Facility Management Department to the Purchasing Office, a Notice of Acceptance of work will be executed and forwarded to the contractor for recording with the Clerk of Court in the Parish in which the work has been performed and contractor shall furnish a Clear Lien Certificate from the Clerk of Court (to the Facility Management Department along with final invoice) Forty-Five (45) days after recordation of Acceptance. Final payment of Ten Percent (10%) will be made at this time.

VENDOR CHECK LIST

REQUIRED FORMS/ITEMS UPON BID SUBMISSION

- ☐ Louisiana Uniform Public Works Bid Form
- ☐ Bid Security Equal to 5% of Bid
- ☐ Louisiana Contractor's License Number (If Applicable) on Envelope Exterior

REQUIRED FORMS AFTER BID OPENING/UPON BID AWARD

- ☐ Attestation Affidavit (ALL BIDDERS, WITHIN 10 DAYS OF BID OPENING)
- ☐ Performance and Payment Bond (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- ☐ Proof of Insurance
- ☐ Certificate of Recordation of Contract and Bonds
- ☐ Clear Lean Certificate

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

- Advertisement for Bid
- Instructions to Bidders
- Bid Form
- Bid Bond
- General Conditions of the Contract for Construction,
AIA Document A201, 2007 Edition
- Supplementary Conditions
- Contract Between Owner and Contractor
and Performance and Payment Bond
- Affidavit
- User Agency Documents (if applicable)
- Change Order Form
- Partial Occupancy Form
- Recommendation of Acceptance
- Asbestos Abatement (if applicable)
- Other Documents (if applicable)
- Specifications & Drawings
- Addenda issued during the bid period and
acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Owner or Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

1.10 An agent is the University's representative in Facility Management who is referred to throughout these documents as singular in number.

1.11 A Contractor is the person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

1.12 The Owner is The University of Louisiana at Lafayette (UL Lafayette)

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference may be held at the project site. The Architect or Owner shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the Agnet and shall invite in writing all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BID DOCUMENTS

4.1 Copies

4.1.1 Bid Documents may be obtained from the University Purchasing Office as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.

4.1.1.1 As an alternative method of distribution, the Designer or Architect may provide the Bid Documents in electronic format. They may be obtained with or without charge as stated in the Advertisement for Bids.

4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.3 The Owner or Architect in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Owner or Agent of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Purchasing Department to reach him at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Architect or Owner approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

4.4.1 Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Owner utilizes the Office of State Purchasing LaPAC website for posting Bid Documents and Addenda. Bidder should check frequently for any possible addenda that may be issued.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Owner prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Owner.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided with the Bid Document.

5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid but are not the sole components thereof.

5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.

5.1.8 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.9 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

(a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.

(b) Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form.

5.1.10 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, file number, and the name, address, and license number of the Bidder.

The envelope shall contain **only one bid form** and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Purchasing Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

University of Louisiana at Lafayette
Purchasing Department,
P. O. Box 40197
Lafayette, LA 70504.

Bids sent by express delivery shall be delivered to:
University of Louisiana at Lafayette
Purchasing Department
Martin Hall, Room 123
104 University Circle
Lafayette, LA 70503

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Bid Document, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bid

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates

accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect. (If Applicable)

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

7.1.4 In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must submit a completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Purchasing Department within 10 days **after** the opening of bids. **Affidavits submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with stated Revised Statute.**

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management

Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the Purchasing Department.

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. THE CONTRACT DOCUMENTS

In Subparagraph 1.1.1 delete the third sentence, and add the following sentence:

The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO R.S. 38:2317]

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word “publication”.

ARTICLE 2

OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete this paragraph.

2.2.2 In the first sentence, delete: all before “...the Owner shall secure...”

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete this paragraph.

3.4.3 Delete this paragraph and substitute with the following:

Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner’s requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner’s property, as determined by the Owner, shall be removed from the Project at the Owner’s request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner’s property pursuant to this paragraph. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (R.S. 40:1724[A])

3.7.1 Delete Subparagraph 3.7.1

3.7.2 In paragraph 3.7.2, replace the word “public” with the word “State”.

Delete Subparagraph 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

3.8 ALLOWANCES

Delete Subparagraph 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Subparagraph 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph: Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner’s and Architect’s information, a network analysis to identify those tasks which are on the critical path, i.e. where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment will be made until this schedule is received.

3.10.3 Delete the word “...general...” Add the following: If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with 14.2.

3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

3.10.5 Add the following: In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors

and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

ARTICLE 4

ARCHITECT

4.1 GENERAL

Delete Subparagraph 4.1.1 and substitute the following:

4.1.1 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

4.1.3 Delete the words: “as to whom the Contractor has no reasonable objection and”

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2.”

4.2.2 In the first sentence, after the phrase: “become generally familiar with”; insert the following: “and to keep the Owner informed about.”

In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work,”

4.2.10 Add the following sentence to the end of Subsection 4.2.10:

There will be no restriction on the Owner having a Representative.

4.2.11 Add the following sentence to the end of Subsection 4.2.11:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Subsection 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

ARTICLE 5

SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Subparagraph 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Subparagraph 5.2.2 and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or non-performance of a subcontractor.

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

5.2.3 The contractor shall notify the Owner when a subcontractor is to be changed and substituted with another subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraphs 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following paragraph:

7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of Work:

Fixed job site overhead cost itemized with documentation to support daily rates.

Bond Premium Rate with supporting information from the General Contractor's carrier.

Labor Burden by trade for both Subcontractors and General Contractor.

Internal Rate Charges for all significant company owned equipment.

Failure to submit this information as part of the pre-construction submittals shall prohibit the Contractor from claiming these items as costs on any change order issued on the project.

7.2 CHANGE ORDERS

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

7.2.1 A Change Order is a written order to the Contractor prepared by the Architect and signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor will have no effect.

7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which shall consist of:

7.2.2.1 Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.

7.2.2.2 Cost of all materials and supplies, including the identification of each item and its cost including taxes.

7.2.2.3 Identify each necessary piece of machinery and equipment and its individual cost including taxes.

7.2.2.4 Increases in insurance premiums for those forms of insurance required by Article 11 of these Supplementary Conditions and only for those forms.

7.2.2.5 Bond costs.

Credit will not be required for Overhead and Profit.

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of Work:

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at 7.2.2) and Overhead and Profit (as defined at 7.2.4), and shall be computed as follows:

7.2.4.1 When all of the Work is General Contract Work; 15% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

7.2.4.3 When the Work is a combination of General Contract Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per 7.2.4.2.

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.

7.2.4.4 Subcontract cost shall consist of the items in 7.2.2 above plus Overhead and Profit as defined in 7.2.4.

7.2.5 Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of Work occurs causing a contract completion extension, and the Contractor is unable to mitigate financial damages through replacement Work. The stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the Architect in writing as required by Article 15.1.2. Reasonable proof may be required by the architect that alternate Work could not be performed. Reasonable proof may be required by the Architect that the stoppage affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contract cost or Subcontract cost shall not apply to the following:

Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

Cost of supervision not specifically required by the Change Order.

- 7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

Add the following:

- 7.2.10 Unless otherwise agreed to by the Owner and Contractor, the Contractor shall submit all change order documents through the web based electronic document management system designated by Facility Planning and Control. Any fees charged by the provider of the system shall be the responsibility of the Owner. In using this system the Contractor shall strictly adhere to the naming conventions for change orders assigned by Facility Planning and Control.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.3 In the first sentence after following methods add: “, but not to exceed a specified amount.”

- 7.3.7 Delete the following from .1 of the list: “fringe benefits required by agreement or custom,”

Delete the following from .4 of the list: “permit fees,”

Delete the following from .5 of the list: “and field office personnel”

- 7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

8.2 PROGRESS AND COMPLETION

Add to Subparagraph 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Subparagraph 8.2.2

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words Owner pending delete the words: "mediation and arbitration" and add the word: "litigation" and delete the last word: "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all right for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete Subparagraph 9.2 and substitute the following:

9.2 At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule may not be modified without approval from the Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 and clause 9.3.1.1 and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment will be made until the revised schedule required by Section 3.10.1 is received.

The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety and invoice for retainage.

Delete Subparagraph 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Subparagraph 9.5.1.7: Delete the word "repeated".

Delete Subparagraph 9.5.3

9.6 PROGRESS PAYMENTS

Delete Subparagraph 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: “no later than seven days” from the first sentence.

After the end of the second sentence, add the following:

R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of $\frac{1}{2}$ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

9.6.4 Delete the first two sentences of Subparagraph 9.6.4 and add the following to the end of the Subparagraph:

Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S.38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7

9.8 SUBSTANTIAL COMPLETION: Delete this section and substitute the following:

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Subparagraph.

9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor will record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner will not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.

9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default

shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Delete paragraph and substitute the following:

Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonable withheld.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the first sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

9.10.4 Replace with the following:

The making of final payment shall not constitute a waiver of claims by the Owner for the following:

9.10.4.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.4.2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered; or

9.10.4.3 Terms of special warranties required by the Contract Documents.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.2 In the first sentence, between the words: “bearing on and safety”, add the words: “the health and,”

10.3 HAZARDOUS MATERIALS

10.3.1 In the first sentence after (PCB) add: “or lead”

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: “The Contract time shall be extended appropriately.”

10.4 EMERGENCIES

Delete Subparagraph 10.4 and substitute the following:

10.4 In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

ARTICLE 11

INSURANCE AND BONDS

Delete all of Paragraphs 11.1, 11.2 and 11.3 and substitute the following:

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker’s Compensation

Worker’s Compensation insurance shall be in compliance with the Worker’s Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best’s insurance company rating requirement may be waived for Worker’s compensation coverage only.

11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000

Renovations: The building(s) value for the Project will be released when applicable.

Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

**While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,300,000 combined single limit of coverage ($33,000,000 \times .10 = 3,300,000$ and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

11.2.5 Builder's Risk

Builder's Risk Insurance shall be in an amount equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas – Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana – Mississippi border. If flood is included in the builder's risk insurance policy, then the sub-limit shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana as the Owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.

A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the greater of the fully-completed project value or the amount of the contract including any amendments. Flood coverage is not required.

The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

11.2.6 Pollution Liability *(required when asbestos or other hazardous material abatement is included in the contract)*

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

11.3 OTHER INSURANCE PROVISIONS

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

11.3.1.1 Worker's Compensation and Employers Liability Coverage

11.3.1.1.1 The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

11.3.1.2 General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

11.3.1.2.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the

policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

11.3.1.4 All Coverages

11.3.1.4.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

11.3.2 ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

11.3.3 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # _____

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

11.3.4 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

11.3.5 WORKER'S COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

11.3.6 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees

incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

11.4.3 RECORDATION OF CONTRACT AND BOND [38:2241A(2)]

The Contractor shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

At the end of the paragraph, add the following sentences: “If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct nonconforming Work within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming Work within the stipulated time period and fails to

meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete paragraph 13.2.2

13.4 RIGHTS AND REMEDIES

Add the following clause 13.4.3

13.4.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

13.5 TESTS AND INSPECTIONS

In Subparagraph 13.5.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last sentence of Subparagraph 13.5.1

13.6 INTEREST

Delete Paragraph 13.6

13.7 TIME LIMITS ON CLAIMS

Delete Paragraph 13.7 (See L.R.S. 38:2189).

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete clause 14.1.1.4

In Subparagraph 14.1.3, after the word “profit” add the following: “for Work completed prior to stoppage”.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following clause:

14.2.1.5 Failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.

14.2.5 Add the following Subparagraph:

If an agreed sum of liquidated damages has been established, termination by the Owner under this Article will not relieve the Contractor and/or surety of his obligations under the liquidated damages provisions and the Contractor and/or surety shall be liable to the Owner for per diem liquidated damages.

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

In the first sentence of Subparagraph 15.1.1, after the word “money”, add the phrase: “extension of time,”

15.1.2 Add the following to the end of the paragraph:

A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

15.1.3 In the second sentence of the Subparagraph, delete “the decisions of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Paragraph 15.1.5.2 and substitute the following:

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month.

15.1.5.3 Add the following Subparagraph:

The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor's request shall be considered only for days over the allowable number of days stated above.

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word "will" and replace with: "shall always".

In the second sentence, delete the phrase: "unless otherwise indicated in the Agreement."

In the third sentence, delete the word "mediation" and replace with: "litigation".

In the third sentence, delete: "unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered."

15.2.5 In the middle of the first sentence, delete all after the phrase: "rejecting the Claim".

In the second sentence, delete the phrase: "and the Architect, if the Architect is not serving as the Initial Decision Maker."

In the third sentence, delete all after: "binding on the parties" and add the following: "except that the Owner may reject the solution or suggest a compromise or both."

15.2.6 Delete Paragraph.

Delete Subparagraph 15.2.6.1

15.3 MEDIATION

Delete Article 15.3

15.4 ARBITRATION

Delete Article 15.4

GENERAL SPECIFICATIONS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

This contract shall be governed by AIA Document A201 - General Conditions of the Contract for Construction, Fourteenth Edition, 1987. Contractors may review an original document on file in the UL Lafayette Physical Plant Office, or may write the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006, to purchase an original A201 Document.

GENERAL REQUIREMENTS

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

CONSTRUCTION FORCE

The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

PARKING

Contractor shall be responsible for all fees for temporary campus parking permits. The Facility Management department shall request the permits through the UL Parking and Transit department. Contractor shall be required to display the permit on their vehicles at all times while on campus. Failure to do so may result in parking citation.

DEQ NOTIFICATION

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

STANDARDS

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

WORKMANSHIP AND MATERIALS

The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

GUARANTEE

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

CAMPUS SAFETY POLICY

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

LOUISIANA ONE CALL

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

EXISTING LANDSCAPING

Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three foot high orange construction fencing around the drip line of all trees within the construction site.

ASBESTOS

The contractor **will not** be required to interface with any asbestos containing material (ACM) during this project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

COORDINATION OF WORK

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

RECORDATION CERTIFICATE

Contractor shall, upon receipt of executed contract, bond and purchase order, record contract and bond with the Clerk of Court in the Parish in which the work is to be performed, obtain a certificate of recordation from the Clerk of Court and forward this certificate immediately to the Purchasing Office at the University of Louisiana at Lafayette. This certificate must be received before any invoices on this project can be processed. **The expense for this is the responsibility of the contractor.**

ACCEPTANCE

Upon written notice by the Facility Management Department to the Purchasing Office, a Notice of Acceptance of work will be executed and forwarded to the contractor for recording with the Clerk of Court in the Parish in which the work has been performed and contractor shall furnish a Clear Lien Certificate from the Clerk of Court (to the Facility Management Department along with final invoice) Forty-Five (45) days after recordation of Acceptance. Final payment of Ten Percent (10%) will be made at this time.

PAYMENT

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice.

On projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. The retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 10.

FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.

CLEAN-UP

The Contractor is responsible for the daily clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract. Occupied areas (e.g.: Classrooms, Offices, Labs, etc.) shall be broom cleaned and vacuumed at the end of the work day to allow use of the room by the university. Debris and materials shall be removed from the rooms to allow use of the room by the university.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance by a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A:-VI or higher against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Failure to comply with all terms of this section for the duration of the Contract places the Contractor in breach of this Contract. Request for any variations to this section may be reviewed by the University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. (R.S. 23:1020).

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If liquor is served and/or if there is valet parking performed in the execution of this contract, then the contractor is required to provide liquor liability and/or garagekeepers liability respectively in the minimum amount of \$1,000,000 per occurrence.

3. Professional Liability, Errors and Omissions, Malpractice (if applicable)

NOTE – this insurance is applicable for contracts that involve the following services:

- Medical Professionals (Doctors, Nurse Practitioners, etc.)
- Architects and Engineers
- Attorneys
- Accountants and Professional Financial Advisors
- Real Estate Brokers and Appraisers
- Insurance Agents
- Consultants

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable.

1. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this contract)

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Other Insurance Provisions

The Contractor shall either require each Subcontractor or Vendor to procure and maintain all applicable insurance of the type and limits specified in this section or assure in writing that all activities of the Subcontractor are covered by the Contractor's own insurance policies.

Any deductibles or self-insured retentions must be declared to and accepted by the University. The Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Contractor's insurance. The coverage shall contain no special limitations on the scope of protection afforded to the University. The Contractor's insurance shall be primary as respects the University, The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers.

The University and The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Certificate(s) of Insurance shall be addressed to:

University of Louisiana at Lafayette

ATTN: Purchasing Department

P.O. Box 40197

Lafayette, LA 70504

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

Reduced Limits, Special Circumstances

The scope of work for any bid may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities such as, but not limited to any of the following:

- Services in which the owner/operator is the only Contractor employee
- Services that do not involve the use of a motor vehicle
- Services in which there is no use of hazardous or radioactive materials
- Services in which there is no use of power machinery or tools
- Services in which there is no use of high voltage equipment
- Services in which no work is actually performed on the University campus

For these bids/contracts, the Director of Purchasing, at his/her discretion may choose to reduce the insurance requirements as follows:

1. Workers Compensation

The University may not require officers of a corporation, partners in a partnership, members of a limited liability company, and sole proprietors to elect Workers compensation coverage on themselves if they are the only person employed by the contractor performing the work specified in the Contract.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance may be waived from the insurance requirements of the contractor only if the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

- Goods and/or services will be delivered to the University by a third party
- Goods and/or services will be delivered to the University electronically

DETAILED SPECIFICATIONS**DEMOLITION**

Contractor shall perform all demolition necessary to remove of all existing seating as necessary to install all new seating as specified.

It shall be the responsibility of the bidder to visit the site, inspect the area and know the construction requirements prior to bidding the work.

Contractor shall remove the existing seating and frame down to the slab as necessary.

Contractor shall grind smooth and level with the concrete, all attachment bolts, studs, etc.

Contractor shall remove and dispose of everything pertaining to the removal of the seating and shall mop clean the concrete tiers subsequent to the finished installation of new seating.

The University shall have the option to keep any portion or parts of the existing seating if it is determined that it could be reused on campus.

If the specified seating system is furnished then the contractor may leave the rail system where the 108 green seats are in place. In this case the 108 green chairs shall be removed and the existing fold down tablet arms and standard arm rests for those chairs may remain and be reused, provided that they are in satisfactory and working condition. This seating is located on row 1 and 12 through 15.

NEW SEATING SYSTEM

The University has selected the Camatic, Quantum 850 with D2 tablet.

Bidders wishing to bid other than what is specified shall submit detailed and illustrated specifications for the product they wish to substitute. Information submitted for products other than specified shall be thorough enough to easily show that the substitute product meets or exceeds the one specified here, in design, fabrication, features, structural components, configuration flexibility, and retro-fit options.

Quantum 850 with D2 Tablet Quantum 850 bare, with D2 tablets, tread mount- PP color to be selected by the University (possibly Red).

The new rail system, seats, fold down tablet arms are to be attached with new adhesive, bolts, washers and nuts supplied by the contractor.

All hardware shall be new, high quality, non-corrosive nuts, bolts and washers.

Upon completion the total number of seats shall be the same as the total seats in place now which is 360.

Installation Services:

The University will require that the seating is installed on weekends and possibly at night when the room is not being used. It will likely take more than a few weekends and the bidders shall take that into consideration when they compile their bid price. This will mean that removal may have to take place on weekends as well and that dumpsters and trash removal may be segmented. Contractor must have 360 chairs useable for each class day for the duration of the contract time. This means that

whatever number of chairs which are removed over a night or weekend must be replaced for the beginning of classes on the next class day.

The installation company must meet the seating delivery truck when it arrives at Wharton Hall, and must offload the seating components and equipment and set in place. Delivery schedule must be coordinated with the UL Facilities office to avoid functions and activities in the building. Contractor furnished, trash containers shall be in place at the time of delivery to receive all shipping packaging and miscellaneous debris.

Seating shall not become property of the University until it has been installed. The contractor shall be responsible for damages to seating which occurs during shipping or during installation.

The installation company must check for any freight damage and report it to the delivery company prior to the driver's departure.

The condition of the seating and all components is the responsibility of the Bidder and does not become a responsibility of the University until the installation is complete and accepted by the University.

The installation company must layout the seating components and equipment per the installation drawings.

The installation company must install the seating components and equipment per manufacturer's specifications and installation layout drawings.

Prior to ordering seating and components the Contractor shall submit shop drawings to the University.

The seating system shall offer comfort, strength and durability which are all essential requirements for Education.

The Quantum seating system also offers significant flexibility to the configuration of the seating layout, both before & after the initial installation. The Quantum has a comprehensive range of retro-fit options and accessories.

Features

- Two-piece shell with concealed hinges
- Gravity seat tilt mechanism.
- Tilt Seat mechanisms are safe guarded with no finger or clothing entrapments.
- Chairs mounted to continuous beam at fully adjustable uniform seat centers.
- All seats are independently mounted with no connection to adjoining chair.
- Beam mount brackets are totally independent of seat mount.
- Floor (tread) or riser mount, beam support brackets available.
- Suitable for infinite center positions from a minimum of 470 mm.
- Retrofit upholstery, arms and cup-holders.
- Optional back heights 770 mm & 850 mm.

Options

- Seat & Back upholstery pads- factory fitted & vandal resistant.
- Notebook self-stowing foldable tablet.

- D2 foldable tablet.
- Arms may be either shared or individual.
- Seat numbering and row identification.
- Rear mounted purpose designed cup holder.

Product	Description	Qty
Quantum 850 (Chair Only)	Quantum 850 bare-PP color Red.- 13 row configuration	108
Quantum 850 with D2 Tablet	Quantum 850 bare, with D2 tablets, tread mount- PP color Red.-32 row configuration	252
	Std arm to LH end of rows	64

Removal of Old and Deliver & Install New: \$

THE SYSTEM:

Based on the Camatic 850 with D2 Tablet or approved equal.

- Two piece shell with concealed hinges
- Gravity tilt mechanism.
- Tilt Seat mechanisms are safe guarded with no finger or clothing entrapments
- Chairs mounted to continuous beam at fully adjustable, uniform seat centers.
- All seats are independently mounted with no connection to adjoining chair
- Beam mount brackets totally independent of seat mount
- Floor (tread) or riser mount, beam support brackets available
- Suitable for infinite center positions from a minimum of 470 mm
- Retrofit of upholstery , arms and cup holders
- Optional back heights 770mm 850 mm

CONFIGURATION / DIMENSIONS

Seat Dimensions:

Seat dimensions meet the following minimum requirements and conform to any local statutory regulations.

Seat Centers - with arm	[19"] (Minimum)
Seat Width	[16.5"] (Minimum)
Overall Dimension (seat Up)	[12"] (Maximum)
Overall Dimension (Seat Down)	[22"] (Maximum)
Back Height (above floor)	[30"/33.5"] (Minimum)
Seat Height	[17.5"]

MATERIALS

Mounting Beam:

Extruded, hollow section aluminum beam of alloy 6351 T6, clear anodized to 20µm.

Beam shall provide continuously variable location of mounting brackets to allow co-ordination of

mountings with precast reinforcement and building fixtures. Seating to attach to beam independently of brackets, allowing infinitely adjustable, even seat spacing and accurate aisle alignment.

Plastic Components:

Plastic seat and back components

Are injection molded co-polymer polypropylene. Plastic formulation is fully compounded with ultra-violet inhibitors prior to the manufacturing process. UV inhibitors are added at a rate to ensure no significant color or plastic deterioration for a period of 10 years. Minimum wall section thickness is 3.5mm [0.14"].

Hinge Mechanism:

The Hinge / pivot mechanism is injection molded glass reinforced polyamide black in color and contains ultra violet inhibitors.

Hinge / pivot mechanism return seat to a 3/4 position automatically through a gravity tilt counter-weight system, requiring no adjustment or lubrication for the life of the installation. Counter weight are fully enclosed in rear of seat component. No spring return systems are used. Hinge mechanisms perform to the requirements of ASTM F851-83 (remain operational after 100,000 cycles of operation).

Standards:

The standards/ supports are injection molded glass reinforced polyamide, black in color and contain ultra violet inhibitors.

Standards provide tamper resistant quick action attachment to the beam, allowing reconfiguration of seating without disturbance of anchors, substrate or building finishes.

Connection of supports to backrest is via 2 corrosion resistant screws into metal threaded inserts.

The supports provide connection for armrests that may be installed on delivery or at a later date (for armrest details refer to Accessories)

Backrest Component:

The backrest has a minimum height of 400mm [15.5"] above the seat component, and extends below the seating surface to provide foot protection. The upper face (sitting surface) is free of fasteners and textured to minimize slipping, and capable of accepting upholstery pad on delivery or at a later date. Rear face is free of dirt or water traps, smooth, with minimal texture.

Seat Component:

The seat depth as measured from the point of the backrest is a minimum of 420mm [16.5"]. Seat upper face (sitting surface) is free of fasteners and textured to minimize slipping, and capable of accepting upholstery pad on delivery or at a later date. Lower face is free of dirt traps, smooth and with minimal texture. The leading edge of the seat includes an angled recessed location for seat number.

FIXINGS

Concrete Riser Mounting:

Anchors are to be installed to the Camatic specification, and meet the seat design loads. Std fixings are, 2 x M10 Mechanically galvanized studs, chemically set, to a minimum 65mm embedment, with mechanically galvanized nut and washer.

Concrete Tread Mounting:

Anchors are to be installed to the Camatic specification, and meet the seat design loads. Std fixings are 3 x M10 [3/8"] HKD Mechanically Galvanized with High Tensile Hex Bolts.

Removable Mounting Brackets:

Mounting brackets can be supplied to convert fixed stadium chair design to two (2) and three (3) seat removable units. These units provide the required stability and portability to be free standing, but are able to be fixed with two (2) x M10 [3/8"] anchors with hand-wheels, that require no tools to remove and remain attached to bracket when not in use.

INSTALLATION

General:

Install stadium chairs in locations indicated and fasten securely to substrates according to manufacturer's recommendations and approved submittals. All chairs to be riser mounted where riser exceeds 175mm [7"].

Mounting Brackets and Beam

1. Bracket (center-line) to be inset 400mm [16"] from aisle to aid cleaning and subsequently at a maximum spacing of 1250mm [49"]
2. Riser mount brackets to be set out to provide uniform height across each row.
3. Brackets to be attached with a minimum of 2 x M10 [3/8"] anchors in accordance with manufacturers instruction.
4. Anchor type to be determined in accordance with service environment and strength & configuration of reinforced concrete substrate.
5. Brackets to be located so as to avoid conflict with expansion joints and hence eliminate the use of carrier plates
6. Mounting beam to be trimmed on site to suit row lengths and installed in continuous straight lengths. Visible beam ends to be capped

Chairs

1. To be delivered fully assembled in manufacturers packaging and able to be placed directly on beam without the use of tools
2. Seating positions to be adjusted to ensure accurate aisle alignment and maximum even spacing in each row
3. Maintain spacing at mid row angle changes up to 12 degrees by positioning seating across the angle as required.

WARRANTY

General:

The warranty shall be in addition to and not a limitation of the other rights the Owner may have against the Contractor, installer, or Manufacturer, under the Contract Documents.

Camatic provides a warranty for the replacement of stadium chairs found to be defective in appearance or unusable due to defects in performance, as outlined below:

General Warranty Period:	12 Months after date of Substantial Completion.
Special Warranties:	Camatic provide the following special warranties:
Chair Standards -	5-year period, against failure of material, corrosion or excessive color change.
Hinge mechanism -	5-year period, against failure of hinge to provide for automatic rising.
Plastic components -	5 year period, against cracking, crazing or excessive color deterioration.
Upholstery -	2 year period, against breakdown of fabric and padding,

CLEANUP

Contractor shall mop clean the flooring under the new seating as well as the stairs, landings, etc., in room 222, Wharton Hall.

Contractor shall wipe down all seating to remove any dirt or dust on each seat and its components.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: University of Louisiana at Lafayette
 Purchasing Office, Martin Hall Room 123
 104 University Circle
 PO Box 40197
 Lafayette, LA 70504
(Owner to provide name and address of owner)

BID FOR: CHAIR REPLACEMENT – Wharton Hall 222 Auditorium
 File No. 17217

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

University of Louisiana at Lafayette and dated: October 2016.
(Owner to provide name of entity preparing bidding documents.)

Bidder must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated “Base Bid”* but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER**: _____

DATE: _____

* The **Unit Price Form** shall be used if the contract includes unit prices. Otherwise, it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(0).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

Louisiana Register Vol. 35, No. 08 August 20, 2009

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NOTE: Affidavit submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with LA. R.S. 38:2212.10.

Name of Project

STATE OF _____

PARISH OF _____

Project No.

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

LA. R.S. 38:2212.10 Verification of Employees

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

Name of Project

Project No.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

Sworn to and subscribed before me by Affiant on the ____ day of _____, 20__ .

Notary Public